



## REQUEST FOR PROPOSAL (RFP)

### EMINENT DOMAIN LEGAL SERVICES

RFP Number: 09-0024 Contracting Officer: Susan Dugan, CPPB  
RFP Opening Date: February 11, 2009. Pre-Proposal Date: None  
RFP Opening Time: 3:00 p.m. Issue Date: January 26, 2009

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the opening date. A separate contractual document will be signed by the County and the awarded vendor.

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to retain eminent domain legal services in conjunction with the County's needs.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Susan Dugan , CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all Respondents.

Responses will be evaluated and award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the County. Responses will be evaluated based upon the following criteria:

1. Qualifications.
2. Proposed cost/fee schedule.
3. Reports from direct and indirect references.
4. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
5. Other relevant criteria.

**Section 1.4: Term of Contract - Upon Delivery**

This contract shall be effective immediately following the date of execution by the County and remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

**Section 1.5: Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6: Method of Payment - Monthly Invoices**

The vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County Finance Department. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.7: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the



vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit        \$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

### **Section 1.8: Delivery**



Services shall be rendered as stated herein.

**Section 1.9: Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

**Section 1.10: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a

private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.11: Completion Requirements for Request For Proposal (RFP)**

One (1) original proposal and one (1) complete copy of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

### **Section 1.12 Submittal Requirements**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

- A. RFP Cover Sheet signed by authorized agent of the proposing firm.
- B. Statement of Interest – To be submitted on the firm's letterhead and include the following:
  - Concisely state the firm's understanding of the services required by the County.
  - Include additional relevant information not requested elsewhere in the RFP.
  - The signature on the statement shall be that of a person authorized to represent and bind the firm.

- C. Firm Profile – Complete Form 1. Attach a copy of the Firm’s current State of Florida Board of Professional Regulation License.
- D. Key Personnel (Attorneys) – List the names, business addresses, telephone numbers and e-mail addresses of the individuals that will be working on this project. Provide a resume for each proposed Attorney’s background and skills in managing eminent domain legal matters. Note the individuals years of experience within the specialty, length of and type of service with the firm and education and formal training, including certifications.
- E. References: Provide at least three (3) references where the proposed service has been used within the past three years. Please use the form attached.
- F. Pricing/Certification/Signatures: Complete forms in Section 3.
- G. Proof of Insurability – Provide either a completed Accord Form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.



**Section 2.1: Statement of Work**

- 2.1.1 Provide legal advice to the County Attorney's Office on issues surrounding potential and on-going condemnation actions.
- 2.1.2. Represent the County as counsel, or co-counsel to the County Attorney's Office, in eminent domain litigation.
- 2.1.3 Provide legal advice to the County's right-of-way team on various projects that appear to be heading towards eminent domain.
- 2.1.4 Work with the County's review appraiser and right-of way acquisition consultant on an as needed basis.
- 2.1.5 Provide any other services related to eminent domain as needed.
- 2.1.6 The selected attorney/firm acknowledges that they shall be prohibited from representing other clients whose interests are adverse to that of Lake County, or whose case(s) requires filing any form of litigation against Lake County.

## NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

## ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

# SECTION 3 – PRICING/CERTIFICATION/SIGNATURE

RFP Number: 09-0024

Item Number	Item Description	Unit	Unit Price
1.	Eminent Domain Legal Counsel Services	Per hour	\$ _____
2.	Legal assistants/Paralegal Services	Per hour	\$ _____
3.	List any other proposed job classifications applicable.	Per hour	\$ _____
4.		Per hour	\$ _____
5.		Per hour	\$ _____

## General Vendor Information and Proposal Signature:

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days, net \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



## FORM 1

## FIRM PROFILE

1. Attorney or Firm Name & Address	Name, Title & Telephone Number of Principal to Contact
	1d. Address of office to perform work, if different from item 1.
	1.e. List the number of Attorneys that will commit to the County's eminent domain legal matters.  _____
1a. FEIN # _____	
1b. Year Firm Established _____	
<p>2. Have any of the Attorney(s) committed to the County project been disciplined by the Florida Bar or the Florida Supreme Court?</p> <p>____ Yes    ____ No</p> <p>If yes explain:</p>	

## REFERENCE FORM

<b>Name of Project:</b>	<b>Name of Entity:</b>
<b>Contact Person:</b>	<b>Contact Telephone:</b>
<b>Completion Date:</b>	<b>Amount of Contract:</b>
<b>Brief Description of Project:</b>	

<b>Name of Project:</b>	<b>Name of Entity:</b>
<b>Contact Person:</b>	<b>Contact Telephone:</b>
<b>Completion Date:</b>	<b>Amount of Contract:</b>
<b>Brief Description of Project:</b>	

<b>Name of Project:</b>	<b>Name of Entity:</b>
<b>Contact Person:</b>	<b>Contact Telephone:</b>
<b>Completion Date:</b>	<b>Amount of Contract:</b>
<b>Brief Description of Project:</b>	